

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telos Corporation		05/27/2010	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, Inc., as Agent		
Street Address:	One Boston Place, Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77716003	TELOS	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn, 55 E Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.064		
NAME OF SUBMITTER:	Sharon Patterson		
Signature:	/sharon patterson/		
Date:	05/27/2010		

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TRADEMARK
REEL: 004213 FRAME: 0848

Total Attachments: 4

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TRADEMARK

REEL: 004213 FRAME: 0849

FIRST AMENDMENT TO TRADEMARK MORTGAGE

This **FIRST AMENDMENT TO TRADEMARK MORTGAGE** (this "Amendment") is made this 27th day of May, 2010, by and between **TELOS CORPORATION**, a Maryland corporation ("Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC.** (formerly known as Wells Fargo Foothill, Inc. and as Foothill Capital Corporation), as agent for its own benefit and the benefit of the Lenders under the Loan Agreement defined below ("Agent").

W I T N E S S E T H:

WHEREAS, Grantor and Agent are parties to that certain Trademark Mortgage, dated as of October 21, 2002 (as amended, restated, modified or supplemented from time to time, the "Trademark Mortgage"), entered into in connection with that certain Loan and Security Agreement, dated October 21, 2002, among Agent, Lenders, Xacta Corporation, a Delaware corporation, and Grantor (as amended, supplemented or otherwise modified from time to time, including pursuant to the Second Amended and Restated Loan and Security Agreement dated as of May 17, 2010, the "Loan Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Loan Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Mortgage in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Mortgage. The Trademark Mortgage is amended as follows:

(a) Schedule A to the Trademark Mortgage shall be amended by adding the Trademark Application on Exhibit A hereto to Schedule A to the Trademark Mortgage under the headings "Trademark Applications".

2. Miscellaneous.

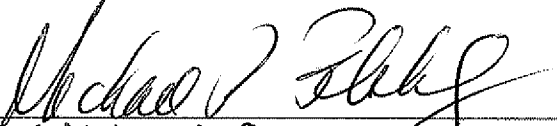
(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

* * * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Mortgage to be executed and delivered by its duly authorized officer as of the date first set forth above.

TELOS CORPORATION

By: 
Name: Michael P. Flaherty
Title: EVP, General Counsel, CAD

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, INC.,
formerly known as Wells Fargo Foothill, Inc., as
Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Mortgage to be executed and delivered by its duly authorized officer as of the date first set forth above.

TELOS CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, INC.,
formerly known as Wells Fargo Foothill, Inc., as
Agent


By:  _____
Name: DAVID J. Sanchez
Title: Director

EXHIBIT A

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Trademark Application No.	Date Applied
Telos	77/716,003	04/17/09